



ADDENDUM #2

Elevator Maintenance and Repair Contract

Bid Opening Date: 03/09/10 @ 2:00 p.m.

Grambling State University Elevator Bid Questions and Answers

- 1) Page 3, Paragraph 1 Electrical Engineers: Clarify: Our maintenance technicians are trained to work with electrical dealing with the controllers and directly related to the elevators. Any electrical work pertaining to the building, etc will be outside the scope of our maintenance agreement. Our proposal price does not include Electrical Engineers. This clarification shall also relate to Appendix 4.

Answer: Please delete paragraph.

- 2) Diagnostics tools (page 3, paragraph 1 & page 7, section D): Purchaser agrees to procure replacement parts or proprietary diagnostic devices from the original equipment manufacturer when requested by KONE. KONE agrees to reimburse owner for the cost of all parts acquired at KONE's request. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the purchaser retains possession. Purchaser agrees that KONE will not be responsible for any delays, damage, cost or claims associated with the failure to provide such diagnostic tools in a timely manner.

Answer: Delete page 7 section E.

- 3) Page 4, Guarantee, Paragraph 2: Contractor shall not be obligated to install attachments or make equipment changes or adjustments required by new or retroactive code changes or correct outstanding violations or deficiencies prior to effective date of this agreement.

Answer: Agreed

- 4) Page 4, Guarantee, Paragraph 3, First Sentence: *Change to:* Determination of whether parts need replacing in accordance with ANSI code shall be mutual responsibility of Owner and Contractor. If decision is not mutually agreed upon, an independent qualified elevator inspector acceptable to both parties may be retained by owner to determine need for replacement."

Answer: NO

- 5) Page 6, Section 9D Parts: KONE maintains a local parts inventory that consists of the most commonly used parts for elevators. This equipment is stocked at the main branch, sub branches and all KONE technicians carry an inventory of frequently used parts in their service vehicle. Although all parts that may be required might not be in our local inventory, through out Home Office Spares Department, We have access to an inventory network that includes over \$11 Million in inventory, which can be shipped overnight. Through this we have access to any and all parts listed on page 7 and 8. This clarification shall act as sole clarification relating but not limited to any additional requirements listed in said maintenance agreement concerning parts requirements or availability.

Answer: Delete page 6 section 9D Parts.

- 6) Page 9, Maintenance Parts to be Furnished and Installed or Replaced:
Reword and replace with the following: “Elevator contractor shall maintain, adjust, service, and replace as and when necessary the following, except when excluded elsewhere in this agreement. Contractor shall not be required to furnish and install features or upgrades that are not currently on your elevator. Contractor will maintain vertical transportation based on its current age, abilities, performance and operation. Contractor shall not be required to upgrade existing parts to meet new or retroactive codes or correct deficiencies present at commencement of agreement. If such upgrades are desired, a separate quote will be provided to owner.”

Answer: Agreed

- 7) Page 10, Section G: *Add:* Except where excluded elsewhere in this agreement. Contractor shall not be required to replace the items listed herein if they were not working at commencement of elevator contract.

Answer: Agreed, However the successful contractor will provide to owner a price quotation to repair said elevator.

- 8) Page 10, Exclusions: *Add:* Contractor shall not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room or environmental conditions, including temperature variations below 50 degrees and above 90 degrees Fahrenheit, excessive humidity (greater than 95% non-condensing humidity, water damage, prior water exposure, rust, fire, explosion, or any other cause beyond its control.

Answer: NO

- 9) Page 12, Obsolescence: *Add:* Any item that is obsolete at commencement of elevator agreement will be excluded from the maintenance agreement. Obsolete items and the labor to replace them will be at the owners expense. Obsolete items (including, but not limited to, assemblies, parts, components or systems) are defined as follows: An item for which the original design is no longer regularly manufactured by the OEM or the original item has been replaced with an item of different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. KONE will not be required to furnish reconditioned, used, or remanufactured parts.

Answer: NO. All obsolete parts will be negotiated with owner on a case by case basis.

10) Page 12, Paragraph 2: *Delete*: “The contractor shall have a minimum of two (2) mechanics and one (1) helper for each forty (40) elevators under maintenance in the local area, for the state of Louisiana: *in its entirety*.”

Answer: Change to read as follows: “The contractor shall have a minimum of two (2) mechanics and one (1) helper for each forty (40) elevators under maintenance for the State of Louisiana.

11) Page 12: Paragraph 3: Response Time: In the event someone is trapped in an elevator during regular working hours, Monday through Friday, contractor will make every effort to arrive at location in thirty minutes; however, shall not incur any penalties unless response time is in excess of one hour. In the event of an after hours entrapment, contractor will arrive at the location in no more than two hours.

Answer: This change is Not Applicable.

12) Page 26, Appendix 3

- a. Liability: If governor and safety test was made by a reputable licensed inspector, KONE will assume stated liability if awarded maintenance contract.
- b. Standby for Football games: The bid price will not include onsite standby for football games, but will provide an hourly billing rate for standby service. This will be billed per occurrence as the schedule is subject to change.

Answer: a. Liability: If governor and safety test was made by a reputable licensed inspector (QEI), contractor will assume stated liability if awarded maintenance contract.

Answer: b. Standby for Football games: The bid price will not include onsite standby for football games, but will provide an hourly billing rate for standby service. This will be billed per occurrence as the schedule is subject to change. This is OK.

13) All other terms and conditions shall be mutually agreed upon.

Answer: This change is Not Applicable.

14) Please add pricing for Alma J. Brown Elementary one (1) elevator.

15) Can/will you provide the specifications of the dumbwaiters located in A. C. Lewis Memorial Library or should I have the technician come by to inspect?

Answer: Remove/Delete all dumbwaiters for Bid.

16) Our definition of semi-monthly is twice per month. Is this truly the required number of visits as per the specifications for hydraulic elevators?

Answer: Change from semi-monthly to monthly.

17) During our survey of the equipment, there were a number of elevators not working. Will these elevators be repaired before the new contract begins? If not we would like to have an amendment stating the campus will not hold the new vendor responsible for repairs.

Answer: The successful contractor will provide to owner a price quotation to repair said elevator.

18) The library contains an elevator that is out of service. Evidently there is a dangerous environment surrounding the equipment due to mold. Does the price to maintain this elevator need to be included in the monthly bid price?

Answer: Yes

19) Page 25 C. Lewis Library should read A. C. Lewis Library.

20) Is contractor responsible for parts?

Answer: Contractor will be responsible for provide parts necessary to comply with terms of this maintenance contract. No on site part inventory is necessary.

21) On page 9 of the bid spec titled "Maintenance Parts To Be Furnished And Installed Or Replaced" says "Elevator contractor shall furnish, replace, maintain, adjust, service and install when necessary, the following:..." It then goes on to list various parts, components and systems that may not be present on all of your elevators (e.g. phase I and II fire service, scavenger pumps and telephones).

Answer: See #6.

22) On page 12 of the bid spec, the first paragraph talks about obsolete parts. I want to double check this section's meaning: It states that parts that become obsolete during the term of the contract, we are to replace the part (or equivalent) and you are to pay for any upgrades necessary for the new part to work properly. Also, what about parts that are obsolete before the contract is in place?

Answer: See #9.

Note: Please sign and return with your bid:

Sign:_____ Date:_____